

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance

Acting by and through the State of Nevada

Department of Administration, Purchasing Division Attn: Gail Burchett

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And

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Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1) (d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. DEFINITIONS. "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP # 1621 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This contract shall be effective from June 15, 2008 subject to WSCA Board of Directors' approval to June 30, 2010, unless sooner terminated by either party as specified in paragraph (21).
4. NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for

Effective 04/07

goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION #1621 (Scope of Work) and ATTACHMENTS

ATTACHMENT BB: NEGOTIATED BEST AND FINAL OFFERS # 1 and #2

ATTACHMENT CC: CONTRACTOR'S ORIGINAL RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment BB and CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of as listed in the pricing and freight matrixes supplied in Attachment BB. Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any

amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision inclusive of all freight costs. All deliveries shall be F.O.B. destination with all transportation and handling charges paid as negotiated in Attachment BB. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or

2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

1) Contractor shall provide proof of worker's compensation insurance.

2) Employer's Liability insurance with minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

1) Minimum Limits required:

\$2,000,000.00 General Aggregate

\$1,000,000.00 Products & Completed Operations Aggregate

\$ _____ Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$1,000,000.00** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: \$ **Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$ 25,000.00** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- c. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- d. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.
- e. **Approved Insurer:** Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
- 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State identified on page one of the contract.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate

responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:
- Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- Any federal, state, county or local agency, legislature, commission, counsel or board;
 - Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
 - Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
38. NON-COLLUSION. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
39. WARRANTIES.
- Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.
 - General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century

recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

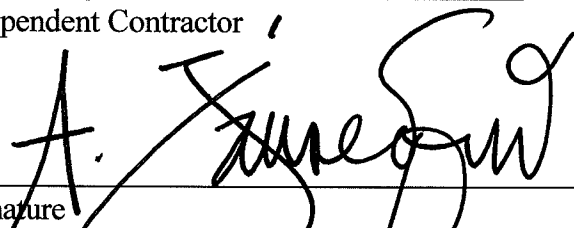
45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

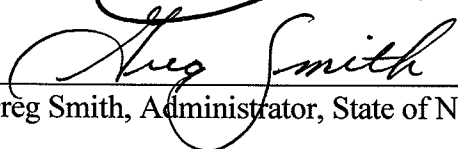
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Alex Jauregui
Independent Contractor

Vice President, Sales
Independent Contractor's Title


Signature

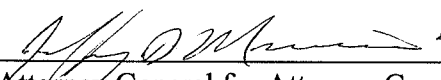
June 12, 2008
Date


Greg Smith, Administrator, State of Nevada

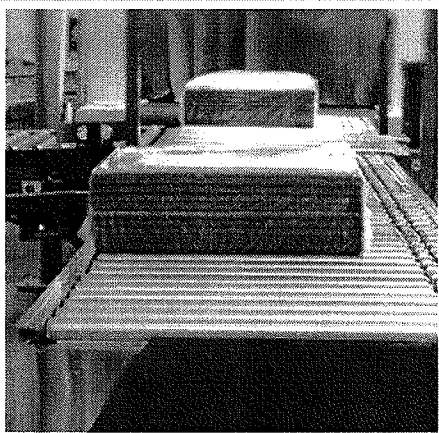
APPROVED BY WSCA BOARD OF DIRECTORS

On 6-23-08
(Date)

Approved as to form by:


Deputy Attorney General for Attorney General

On 3 July 08
(Date)



loop™

Closing the Loop with Mannington Commercial's Carpet Tile Recycling Program

Several billion pounds of carpet are discarded and placed in landfills each year. Now, Mannington Commercial's LOOP carpet tile reclamation program allows you to recycle your old carpet tiles with just one phone call. Through LOOP, Mannington is diverting this waste stream by utilizing recycled carpet tile material for our Infinity® RE Backing System. Infinity RE contains a minimum of 10% post-consumer and 20% pre-consumer recycled content by total product weight.

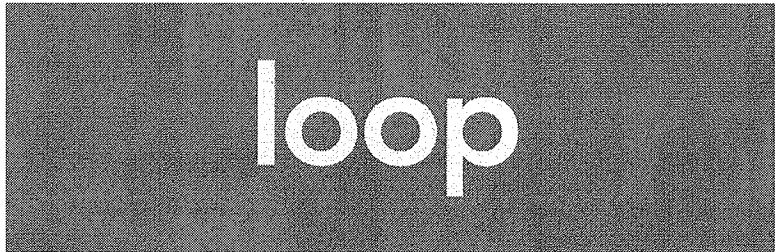
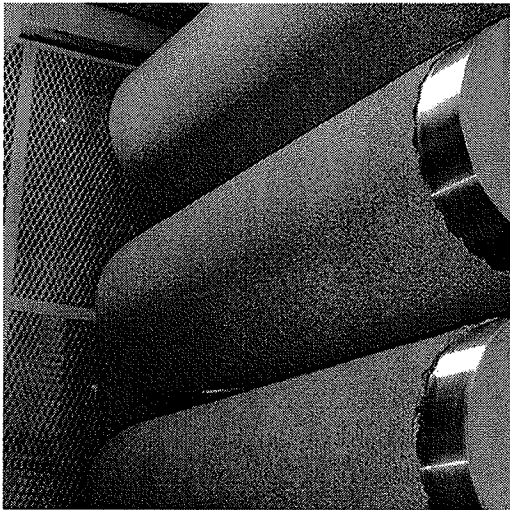
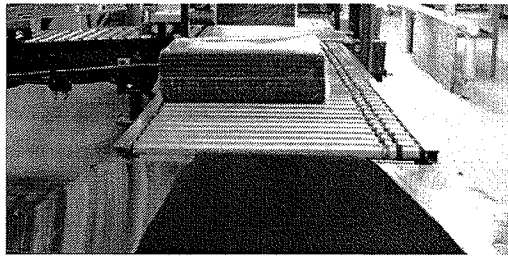
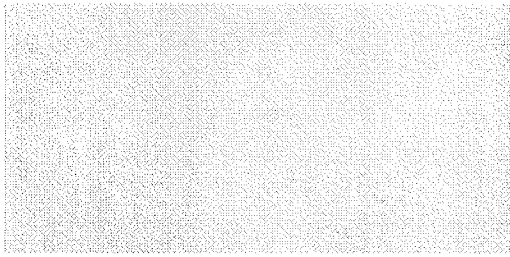
To recycle your carpet tile or to inquire about other products in our LOOP program, just call 800.241.2262, ext. 6376 for more information.

All recycled carpet tile projects over 2,500 square yards will be reclaimed and recycled at no charge by Mannington Commercial. For any projects falling under this minimum size, please contact our toll free number for an estimate or further details on the program.

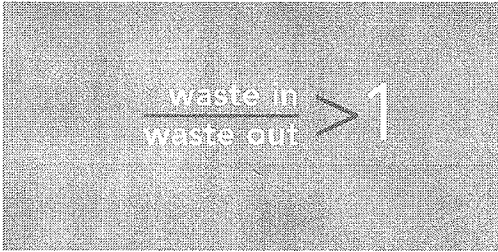
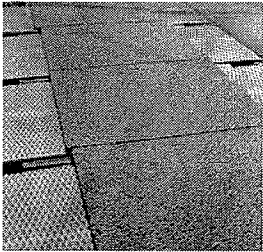
Close the LOOP by recycling your used carpet today.

MANNINGTON
COMMERCIAL

Mannington Commercial
800 241 2262
mannington.com

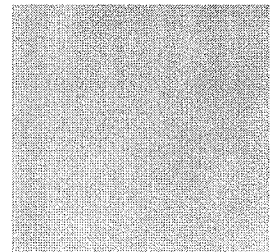
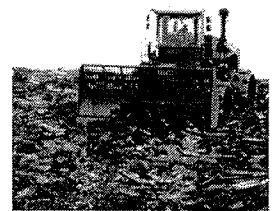


While planting wildflowers and caring for purple martins are important environmental actions, our entire reason for existence is to make flooring. So it is only fitting that our one big environmental idea, our most challenging goal, has to do with our manufacturing processes. We want to be a **net user of waste.**



MANNINGTON
COMMERCIAL

We will decrease the amount of waste we produce and increase the amount of recycled material in our products. We continually improve our product formulations and source new waste streams to increase our 'waste in.' We improve practices in our facilities and invest in new technology to produce flooring as cleanly, conservatively and efficiently as possible, thereby reducing our 'waste out.'



Mannington Works.

Mannington Commercial
800 241 2262
mannington.com



**“NOT TO EXCEED”
FREIGHT RATES PER STATE
As of 4/15/08**

Carpet – Broadloom

Level: “Good”

Product Style / Backing	Price/sy 1-100sy	Price/sy 101-500sy	Price/sy 501-1500sy	Price/sy 1,501-3,000sy
Nevada	1.74	1.74	1.70	1.50
Montana	1.90	1.90	1.84	1.62
South Dakota	1.58	1.58	1.52	1.38
Utah	1.60	1.60	1.60	1.40
Washington	2.10	2.10	2.04	1.90
Hawaii	6.68	6.68	6.44	5.92

Carpet Broadloom - Level: “Better”

Product Style / Backing	Price/sy 1 – 100 sy	Price/sy 101-500 sy	Price/sy 501-1500 sy	Price/sy 1,501-3,000sy
Nevada	1.74	1.74	1.70	1.50
Montana	1.90	1.90	1.84	1.62
South Dakota	1.58	1.58	1.52	1.38
Utah	1.60	1.60	1.60	1.40
Washington	2.10	2.10	2.04	1.90
Hawaii	6.68	6.68	6.44	5.92

Carpet Broadloom - Level: “Best”

Product Style / Backing	Price/sy 1 – 100sy	Price/sy 101-500sy	Price/sy 501-1500sy	Price/sy 1,501-3,000sy
Nevada	1.74	1.74	1.70	1.50
Montana	1.90	1.90	1.84	1.62
South Dakota	1.58	1.58	1.52	1.38
Utah	1.60	1.60	1.60	1.40
Washington	2.10	2.10	2.04	1.90
Hawaii	6.68	6.68	6.44	5.92

Carpet Tile

Level: "Good"

Product Style / Backing	Price/sy 1 – 100sy	Price/sy 101-500sy	Price/sy 501-1500sy	Price/sy 1,501-3,000sy
Nevada	2.96	2.96	2.86	2.30
Montana	3.52	3.52	3.42	2.90
South Dakota	2.68	2.68	2.58	3.52
Utah	2.86	2.86	2.86	2.54
Washington	3.56	3.56	3.48	3.34
Hawaii	11.36	11.36	10.94	10.06

Carpet Tile - Level: "Better"

Product Style / Backing	Price/sy 1 – 100sy	Price/sy 101-500sy	Price/sy 501-1500sy	Price/sy 1,501-3,000sy
Nevada	2.96	2.96	2.86	2.30
Montana	3.52	3.52	3.42	2.90
South Dakota	2.68	2.68	2.58	3.52
Utah	2.86	2.86	2.86	2.54
Washington	3.56	3.56	3.48	3.34
Hawaii	11.36	11.36	10.94	10.06

Carpet Tile - Level: "Best"

Product Style / Backing	Price/sy 1 – 100sy	Price/sy 101-500sy	Price/sy 501-1500sy	Price/sy 1,501-3,000sy
Nevada	2.96	2.96	2.86	2.30
Montana	3.52	3.52	3.42	2.90
South Dakota	2.68	2.68	2.58	3.52
Utah	2.86	2.86	2.86	2.54
Washington	3.56	3.56	3.48	3.34
Hawaii	11.36	11.36	10.94	10.06

Carpet – 6' Hard-backed

Product Style / Backing	Price/sy 1 – 100sy	Price/sy 101-500sy	Price/sy 501-1500sy	Price/sy 1,501-3,000sy
Nevada	1.74	1.74	1.70	1.50
Montana	1.90	1.90	1.84	1.62
South Dakota	1.58	1.58	1.52	1.38
Utah	1.60	1.60	1.60	1.40
Washington	2.10	2.10	2.04	1.90
Hawaii	6.68	6.68	6.44	5.92



Preferred Flooring Contractors for WSCA States

Firm Name	Phone	City	State	Zip	Address
BT Mancini Company	916-381-3660	Sacramento	CA	95826	8571 23rd Avenue
Robert Simas Company	916-853-5400	Rancho Cordova	CA	95670	2929 Gold Pan Ct.
Nevada Contract Flooring	702-362-3033	Las Vegas	NV	89118	6840 W. Patrick Lane
Contract Flooring & Interiors Inc.	775-359-7880	Sparks	NV	89431	954 Spice Island Dr.
Consolidated Flooring	702-639-1030	North Las Vegas	NV	89030	4310 Losee Road
Spectra Contract Floors	801-977-8680	Salt Lake City	UT	84120	3759 W. 2340 S., Unity H
Diversified Flooring	801-486-9888	Salt Lake City	UT	84415	45 West Louise Ave.
Carpet World of Alaska / Mat-Su Valley	907-745-3737	Wasilla	AK	99687	PO Box 870610
Superfloors of Alaska	907-562-1717	Anchorage	AK	99517	7650 Homer Drive
MacCheynes Carpets Plus	907-479-9193	Fairbanks	AK	99701	2060 Peger Road
Fashion Floors	541-779-0996	Medford	OR	97501	427 N. Riverside Drive
Floor Solutions	503-295-2070	Portland	OR	97209	2121 NW Front Avenue
Rubenstein's Contract Carpet	541-484-1101	Eugene	OR	97401	160 Cleveland Street
Great Floors Commercial	206-241-0229	Kent	WA	98032	6215 S. 228th Street
Great Floors	509-575-1741	Yakima	WA	98901	1508 E. Nobhill
Commercial Flooring Services	303-289-4462	Denver	CO	80239	13100 E. Albrook Drive
Décor	970-330-7774	Greeley	CO	80631	2985 W. 29th Street, Unit E
Kaiser Commercial Flooring	307-514-3141	Cheyenne	WY	82009	Parsley Road
Hub Floorcovering	307-234-5992	Casper	WY	82601	314 North McKinley
DFS Flooring	818-374-5200	Van Nuys	CA	91406	15651 Saticoy Street
Reliable Floor Covering	805-495-4811	Westlake Village	CA	91361	2304 Townsgate Road.
Floor Connection	805-781-0767	Santa Barbara	CA	93101	133 De La Vina Street
Island Flooring (Starnet)	808-847-6577	Honolulu	HI	96817	500 Ala Kawa Street
PHF	808-287-3881		HI		
Howards (Starnet)	858-558-3939	San Diego	CA	92121	6110 Nancy Ridge Road
Prism					
DFS Flooring (Starnet)	858-292-2575	San Diego	CA	92111	8828 Complex Drive
Steven Hynes & Associates	714-373-5544	Huntington Beach	CA	92649	15661 Computer Lane



Preferred Flooring Contractors for WSCA States

Firm Name	Phone	City	State	Zip	Address
Smith Floors	951-656-1004	Riverside	CA	92518	14417 Meridian Pkwy Bldg. 6 RM A
Floor Tech America	909-627-3997	Pomona	CA	91766	2300 South Reservoir St. Ste. 201
Commercial Interior Décor	605-334-9288	Sioux Falls	SD	57107	3617 W Teem Drive
Thorton Flooring	605-368-2568	Sioux Falls	SD	57108	27106 Independence Avenue
Sioux Falls Interiors	605-221-0771	Sioux Falls	SD	57107	3601 W Tickman St.
Wholesale Floors	602-248-7878	Phoenix	AZ	85021-4107	8855 Black Canyon Hwy.
Diversified Flooring	602-329-1700	Scottsdale	AZ	85260	7898 E. Acoma Dr. Ste. 107
Spectra Contract Floors	480-366-8690	Tempe	AZ	85283	5325 South Kyrene Rd. Ste.101
Business Environments	505-888-4400	Albuquerque	NM	87113	5351 Wilshire Ave NE
Harrison Contracting	505-877-3970	Albuquerque	NM	87107	1420 Mission Ave. NE
Dimensions Flooring	505-980-2720	Albuquerque	NM	87109	4860 Panamerican Frwy. NE
BT Mancini Company	480-942-7900	Milpitas	CA	95036	876 S. Milpitas Blvd.

WSCA Best and Final Offering
Submitted by: Mannington Commercial
Date: April 15, 2008

I. Pricing

1. WSCA is requesting that each vendor include pricing for **all** backing options available for each style already provided. It is the desire of the members to have access to both vinyl and non-vinyl options, if that tile style can be accessed in multiple backing constructions. Broadlooms shall be listed the same way; place those options in the "cost" brackets that are appropriate (good, better, best). Minimum compliance with all "California Gold" (EPP Gold) standards for each option and the various backing constructions is preferred; i.e. the same style but different backing constructions generating a separate line/price point. Please note on the pricing sheet if the product you will be supplying meets the California Gold (EPP Gold) standards.

Response: Please note that **ALL Mannington Commercial Modular tiles are available with non-PVC ReVolve backing. Those standard on ReVolve backing are listed as such on the attached Material Price Grid. Products not standard on this backing system will be offered at an upcharge of \$1.50 per square yard with no minimum. Please reference attachment State of Nevada BAFO – Backing Offerings & Upcharges.**

2. Please provide a pricing grid, FOB Mill that is universal to all WSCA and non-WSCA Participating State users of this agreement. These price points are to be valid for two years from the contract signing date.

Response: Please see attached product price grid labeled State of Nevada BAFO – Material Price Grid.

3. Please acknowledge that any WSCA or non-WSCA Participating State that elects to utilize this agreement in the future, will receive the same price FOB mill as listed in the original contract and/or pricing amendments.

Response: Mannington acknowledges that any WSCA or non-WSCA Participating State that elects to utilize this agreement in the future, will receive the same price FOB mill as listed in the original contract and/or pricing amendments.

4. List a single not to exceed percent (%) over cost of the original price points to extend this agreement for years 3, 4 and 5 (i.e. add % per year for years 3, 4 & 5).

Response: Mannington will guarantee the proposed FOB Mill pricing for the initial two-year contract term, but reserves the right to increase prices

after two years as supplier increases dictate. Mannington agrees to limit each increase to 5% per year.

5. Vendors may lower the original pricing provided in your RFP response in this BAFO and are encouraged to do so; vendors may not increase the pricing from the original proposal.

Response: Acknowledged

6. In addition to the WSCA contract administration fee of $\frac{1}{2}$ (.5) of 1%, some Participating States may require an additional administrative fee. This State specific administrative fee shall be agreed upon by the contractor(s) and each individual Participating State. Please indicate any effect that this additional administrative fee may have on the pricing listed above.

Response: Mannington Commercial acknowledges this additional fee is may be required by other participating states. It is our goal that pricing not be affected by these possible fees and would therefore like to reserve the right to consider these on a case by case basis with the individual member states.

II. Environmental

1. Does your company have third party verification to support all environmental claims? If so, please send a copy of this verification with your BAFO response.

Response: Please see attached third party verification certificates.

2. Does your company have any LEED certified buildings? If yes, please list.

Response: None that we are aware of, but many of Mannington Commercial products can in aggregate contribute to attaining LEED credits.

3. Does your company meet the most current NSF/ANSI 140 standards?

Response: Yes. Mannington has two NSF 140 Platforms. They are:

- 1. *Infinity Modular RE Carpet Tile* (see attached certificate)
 - a. This certification has been extended through June 2008.**
 - b. This can be verified through SCS at www.scscertified.com****
- 2. *UltraBac RE* (see attached certificate)
 - a. This certification is valid through August 2008.****

Work is currently underway to certify each of these platforms to the new 2008 NSF – 140 Standard.

4. Please list any sanctions, citations received for violating any environmental laws both in the manufacturing and supplying of product.

Response: No sanctions, consent decrees, or administrative consent orders.

5. Does your company maintain ISO 14001 and 9001 registrations? If so, please list the manufacturing locations including international locations if any that are registered.

Response: The Calhoun, GA location is currently ISO 14001:2004 Certified (see attached certificate).

Please refer to:

<http://www.mannington.com/global/products/enviornment/manufacturing/isa/asp> for a description of our Calhoun ISO initiatives as well as our corporate initiatives.

6. Please explain your reclamation procedures for the continental US. In detail, explain your recycle and reclamation procedures for Alaska and Hawaii's. Please note that no storage of used product to be recycled may occur on the purchasing entities property unless specifically approved by the agency.

Response: Please see enclosed literature on Mannington's LOOP Reclamation Program.

Alaska and Hawaii can participate in our reclamation program. However, we will have to quote each project based on the overall size. Since purchasing entities cannot store material, we will have to quote each individual project in order to give the most accurate information.

7. Please state the manufacturer origin of all products offered. It is preferable that all products in the program are manufactured in the US. Please list this information as a separate column on your price sheet, i.e. a listing of point of original manufacture for each product.

Response: See attached price list.

III. Freight

1. All States will require that the term F.O.B. (Freight on Board) Destination is used, even if the product and freight are listed as separate items. The FOB Destination definition shall as follows: Free on Board to the destination requires the seller to, at its own expense and risk, transport the goods to the destination and there tender delivery of them in the manner provided in NRS 104.2503. Title and transfer will not occur until delivery is made to the purchaser's location.

Response: All Products will be Freight: FOB Mill, pre-pay and add

2. Please note that many States will require the final cost of the product and freight to be listed as one total price. This will be negotiated per State on each Participating Addendum. Alaska's should be provided by location; Juneau, Anchorage and Fairbanks.

Response: Mannington acknowledges that many States will require the final cost of the product and freight to be listed as one total price. This will be negotiated per state.

3. Provide an individual, State by State secure per yard freight cost using the same pricing page grid used for products; list/identify each individual product the same way. Place the freight rate in the price per yard column. These numbers must be static and guaranteed for the first two years as originally detailed in the RFP. Provide a freight rate formula that can be utilized for years 3, 4 & 5. Using the same format noted for carpet, detail final freight costs per yard of sheet vinyl and per carton of VCT any WSCA or non-WSCA participating State will receive with this program during the first two (2) years. In the freight section grid, separate from product cost, identify the delivery cost to each State that when added to the product costs at the mill can provide a total cost FOB Distributor. Each State's Participating Addendum (PA) will repackage this data to use that total. Product and freight shall be listed separately for BAFO purposes and combined as needed by each State to reach the final pricing total.

Response: Due to fluctuating fuel surcharges, Mannington is unable to provide set freight rates for the term of the contract. We have, however, provided "not to exceed" rates for purposes of the BAFO. Please see attached. Mannington increase freight rates by no more than 10% on an annual basis for years 3, 4 & 5.

4. Identify how additional States will access "best" available freight rates should they elect to utilize this contract.

Response: The traffic department updates an internal freight calculator daily to insure we are achieving the best possible rates. By having a department constantly review fuel surcharges and overall traffic, we are able to quote the "best" possible rates.

5. Please list your expected delivery time frames. Please be specific for all continental U.S. States, Alaska and Hawaii'. This must include all estimated time frames for ship, barge, air, truck, rail or any other method used.

Response:	Xpress Carpet Products:	5 – 10 Business Days	
	Carpet:	4 – 6 weeks	if not in stock
	VCT:	10 days	} If not in stock
	Sheet:	10 days	
	Hawaii:	15 days	
	Alaska:	30 days	

IV. Installation

1. Please provide a comprehensive and detailed list with a minimum of two (2) recommended flooring installation firms per Participating State that will capably service this program as

the installing contractor(s). More populated States expect the selected vendors to provide a greater number of capable installation firms allowing the States a competitive opportunity by having access to 2 or 3 contractors for any given project.

Response: Please see attached list

2. Please list all distribution firms in each State that will service the sheet vinyl and VCT program. Identify name, address, phone, e-mail, etc.

Response: Please see attached list of Mannington Commercial Distributors.

3. Provide references for the installers/distributors named for each State.

Response: Answered above in responses attached to questions 1 & 2.

4. Please acknowledge that as a selected vendor, you will supply carpet sample books, sheet vinyl samples, VCT sample/chip boxes, etc. Please note how many complete sets will be provided to each Participating State.

Response: Unlimited

5. Please detail any installation programs you have access to or wish to propose as options that individual States can review should they wish to add that scope to this product only program. Each State can and will coordinate any options for an installation program individually through their own PA's.

Response: Mannington Commercial will extend its GSA Labor Rates Schedule to any WSCA on non-WSCA state which wishes to purchase product and labor turn-key through Mannington Commercial. Mannington is currently in BAFO negotiations for its new GSA contract which is expected final by 7-1-08. Labor pricing will have to be added through addendum after review by the State of Nevada and WSCA.

V. Marketing Plan

1. Please explain your intended marketing plan within each of the Participating States. This should include your strategy for individually dealing with the various concerns over shipping, deliveries, installers and environmental issues that may vary from State to State.

Response: Mannington Commercial will deploy through our commercial sales force in all 50 states. Promoting the contract to WSCA and non-WSCA states as a value alternative for purchasing flooring. We will identify key decision makers and PA within each state and actively market the program and products.

2. Will your marketing plan include representatives in all participating States?

Response: Our Commercial Resilient Sales Managers are as follows:

- Andrew Walker
- Ben Kelley
- "Bo" Gardner Brooksbank
- Bobby Breen
- Dennis Reed
- Jeff Jones
- Jim Foster
- Joe Walker
- Karen Schust
- Ray Mackusiewicz
- Roger Johnson
- Ted O'Neil
- Tracy Sisley

Please see attached list for contact and information on the above list.

3. Will this representative travel to all regions within his/her assigned State including all regions in Alaska and Hawaii's?

Response: Yes

4. Please explain your intended website and how authorized users will be able to access this contract and services provided. Explain in detail, how to view and access products not currently listed on your RFP response. Your response to these additional program product options must include an acceptable formula to secure pricing (percentage off list etc) that guarantee's a competitive cost similar to the discounts the original products received. Provide an example of your format to handle this issue.

Response: Web Portal(s) will be accessed through username and password. Links to product pages, specs and technical information for all Mannington Commercial products will be available. Contract pricing will also be posted. Mannington will extend pricing of 30% off list price for any products not listed on this proposal or products launched after final execution of any contract.

5. Can your website be both WSCA and Participating State specific?

Response: Yes

6. Please include an estimated time frame for the general WSCA website to be live, bearing in mind that contracts may begin May 2008. List an expected time frame for individual Participating State websites after the signing of the Participating Addendum.

Response: Mannington web portals called MyMannington sites can be accessed by any WSCA state. However, once the contract goes into effect, it will take approximately one week to set this site up to be accessed by any participating state.

7. List any locations within the US, including Alaska and Hawai'i, which cannot be serviced by your company.

Response: None

Your response should restate the items above and your solution to each. Please forward your response to Gail Burchett, Purchasing Officer no later than 5:00 pm April 15, 2008. You may contact me for clarification via telephone at (775) 684-0172 or e-mail at gburchet@purchasing.state.nv.us. I look forward to your reply.

Sincerely,

Gail Burchett, Purchasing Officer
Nevada State Purchasing

MANNINGTON COMMERCIAL

Backing Options

Please Utilize The Price Grid In Conjunction With The Backing Grid. Some Products May Need To Be Entered As A Custom To Accommodate Any Manufacturing Needs

Style	Style Codes	AB Synthetic Backing	SA UltraBac RE	HR DeltaLoc 18	HP Integra HP 12'	HP Integra HP 9'	MU Infinity Six-Foot	5M Infinity Modular	RE Infinity RE	PE ReVolive
A Sense of Place II	ASEN2 / ASESM	NA	133 yds	133 yds	S	250 yds	NA	S	50 yds	NM
All About Me	ALAME / ALASM	NA	S	133 yds	NM	N/A	N/A	S	50 yds	NM
Arpeggio	ARPEG / ARP5M	NA	S	NA	NA	NA	NA	S	50 yds	NM
Artcraft	ARTCR	NA	NA	NA	NA	NA	NA	S	50 yds	NM
Artworks (RE)	SKETC / SPHER / ZIGZA	NA	NA	NA	NA	NA	NA	NA	S	NM
Balanced	BALAN	NA	S	N/A	NM	N/A	N/A	N/A	N/A	N/A
Barroca	BARAC / BARAM	NA	S	133 yds	NM	N/A	N/A	S	50 yds	NM
Barcode	BARCO / BARCM	S	133 yds	N/A	NM	N/A	N/A	S	NA	NM
Basics 20 / 26	BAS20 / BAS1M / BAS26 / BAS5M	S	133 yds	133 yds	NM	N/A	S	S	NA	NM
Belvedere IV 32	BELV4	S	N/A	133 yds	NM	N/A	N/A	S	NA	N/A
Belvedere IV 36	BE436 / BE45M	S	N/A	133 yds	NM	N/A	S	S	NA	N/A
Belvedere IV 42	BE442	S	N/A	133 yds	NM	N/A	N/A	S	NA	N/A
Benchmark	BENCH / BEN5M	NA	133 yds	133 yds	S	250 yds	NA	S	50 yds	NM
Bio Form / Bio Focus	BIFOR / BIFOC	NA	NA	NA	S	250 yds	N/A	NA	NA	N/A
Boardroom	BOARD	NA	S	133 yds	NA	NA	NA	NA	NA	NM
Business Casual	BUSCA	NA	N/A	N/A	N/A	N/A	N/A	S	NA	NM
Captiva II	CAPT1 / CAPTM	S	133 yds	N/A	NM	N/A	N/A	500 yds	NA	NM
Carriage 4 - 20 & 26	CARRV / CARRM / CARRT4 / CARRM	S	S	133 yds	S	500 yds	250 yds	S	50 yds	NM
Centerfield III 20 & 26	CT320 / CT35M / CT326 / CTFSM	S	S	133 yds	S	N/A	500 yds	S	50 yds	NM
Classic Fit	CLAFI / CLA5M	NA	S	NA	NA	NA	N/A	S	50 yds	S
Close Knit	CLOKN	S	S	NA	NM	NA	NA	NA	NA	N/A
Color Canvas	COLCA / COL5M	NA	S	133 yds	S	N/A	N/A	S	50 yds	S
Deep Thoughts	DEETH	NA	NA	NA	NA	NA	NA	NA	N/A	S
Designsmith	DESSM	NA	S	133 yds	S	N/A	N/A	N/A	N/A	NM
Dialogue	DIALO / DIA5M	NA	S	133 yds	S	NA	NA	S	NA	NM
Dreams	DREAM	NA	NA	NA	NA	NA	NA	S	NA	NM
e-Ticket	ETICK	NA	N/A	N/A	N/A	N/A	N/A	S	50 yds	NM
Everywear	EVEWE / EVEWM	NA	S	133 yds	S	N/A	N/A	S	50 yds	NM
Executive Suite	EXESU	NA	S	133 yds	NA	NA	NA	NA	NA	N/A
Finders Keepers	FINKE / FINKM	NA	S	133 yds	NM	N/A	N/A	S	50 yds	NM
Freeline II	FRETZ / FRESM	NA	133 yds	133 yds	S	250 yds	NA	S	50 yds	NM
Front Office	FROOF	NA	S	133 yds	NA	NA	NA	NA	NA	N/A
GameTime III 20 & 26	GT320 / GT35M / GT326 / GTMSM	S	S	133 yds	S	N/A	500 yds	S	50 yds	NM
Geode	GEODE	NA	NA	NA	NA	NA	NA	S	50 yds	NM
Gnarly	GNARL	NA	NA	NA	NA	NA	NA	S	50 yds	NM
HalfTime	HALTI / HALTM	NA	S	133 yds	S	NA	NA	S	50 yds	NM
Intuition	INTIU / INTUM	NA	N/A	133 yds	S	NA	NA	S	50 yds	NM
Lateral Thinking II	LATT2	NA	133 yds	133 yds	S	N/A	NA	NA	NA	N/A
Masters of Design	MATDE	N/A	N/A	N/A	N/A	N/A	N/A	S	50 yds	NM
Means II	MEAN2 / MEA2M	NA	S	133 yds	NM	N/A	NA	S	50 yds	S
Modern Primitive	MODPR	NA	NA	NA	NA	NA	NA	S	50 yds	N/A
Modern Wear	MODWE / MODWM	S	133 yds	133 yds	S	N/A	N/A	S	50 yds	NM
Motivation	MOTIV / MOTIM	NA	NA	133 yds	S	NA	NA	S	50 yds	NM
New Possibilities	NEWPO	NA	NA	NA	NA	NA	NA	NA	S	NM
On a Whim	ONAWH / ONAWM	NA	S	133 yds	NM	N/A	N/A	S	50 yds	NM
One Way	ONEWA	NA	N/A	N/A	N/A	N/A	N/A	S	50 yds	NM
Origin	ORIGI / ORIGM	NA	S	133 yds	S	N/A	NA	S	NA	NM
Passage	PASSA / PASSM	NA	133 yds	133 yds	S	250 yds	NA	S	50 yds	S
Possibilities	POSSI	NA	NA	NA	NA	NA	NA	S	50 yds	NM
Principles 20 / 26	PR120 / PR1M / PR126 / PRISM	S	133 yds	133 yds	NM	500 yds	S	S	NA	NM
R&D II 20	RD220 / RD25M	NA	133 yds	133 yds	S	N/A	500 yds	S	50 yds	S
R&D II 26	RD226 / RD26M	NA	133 yds	133 yds	S	N/A	500 yds	S	50 yds	S
Recourse	RECOM	NA	NA	NA	NA	NA	NA	NA	S	NM
Regions	REG3M	N/A	N/A	N/A	N/A	N/A	N/A	S	50 yds	NM
Retrospect	RET26 / RET5M	S	133 yds	133 yds	NM	N/A	S	S	NA	NM
Round Trip	ROUTR	NA	N/A	N/A	N/A	N/A	N/A	S	50 yds	NM
Ruffin	RUFFI	NA	NA	NA	NA	NA	N/A	S	NA	NM
Ruffin Ridge	RUFFR	NA	NA	NA	NA	NA	NA	18 x18 - Neoprene Rubber Only	NA	N/A
Slowdance III	SLOD3	S	N/A	N/A	NM	N/A	N/A	N/A	NA	NM
Sorata	SORAT / SORAM	S	N/A	133 yds	NM	N/A	S	S	NA	NM
Stratum	STR12 / STRAM	NA	S	133 yds	NM	N/A	NA	S	50 yds	NM

MANNINGTON COMMERCIAL **Backing Options**

Style	Style Codes	AB Synthetic Backing	SA UltraBac RE	HR Deltaloc 18	HP Integra HP 12"	HP Integra HP 9'	MU Infinity Six-Foot	SM Infinity Modular	RE Infinity RE	PE Revolue
String Quartet	STRIM	NA	NA	NA	NA	NA	NA	S	50 yds	N/A
String Works	STRWO	NA	NA	NA	NA	NA	NA	S	50 yds	NM
Tailor Made	TAIMA / TAIM	NA	S	NA	NA	N/A	NA	S	50 yds	S
Taking Shape	TAKSH	NA	N/A	NA	N/A	N/A	N/A	S	50 yds	NM
Techniques	TECHN / TECHM	NA	133 yds	133 yds	NM	N/A	S	S	50 yds	NM
Terry Cloth	TERCL / TERCM	NA	S	133 yds	NM	N/A	N/A	S	50 yds	NM
Thoughts	THOUG	NA	NA	NA	N/A	NA	NA	S	50 yds	NM
Topography	TOPSM	NA	N/A	N/A	N/A	NA	NA	S	50 yds	NM
Trustee	TRUST / TRUSM	NA	S	133 yds	NM	NA	NA	S	50 yds	S
Twisted	TWIST	NA	NA	NA	NA	NA	NA	S	NA	NM
Up & Away	UPAAW / UPASM	NA	133 yds	133 yds	S	250 yds	NA	S	50 yds	NM
Urban Design	URBAN	NA	NA	NA	NA	NA	NA	S	NA	S
Variations II	VAR20 / VAR2M	NA	S	133 yds	NM	NA	NA	NA	S	NM
Variations Stripe	VASTM	NA	NA	NA	NA	NA	NA	NA	S	NM
View Point II	VIEP2 / VIESM	NA	133 yds	133 yds	S	250 yds	NA	S	50 yds	NM
Ways II	WAY52 / WAY5M	NA	S	133 yds	NM	NA	NA	S	50 yds	S
Wired	WIRED	NA	NA	NA	NA	NA	NA	S	NA	NM
Worldview	WORV / WORSM	NA	S	N/A	NM	N/A	N/A	S	50 yds	NM

Legend

S Standard Offering, Standard Minimums and Overages May Apply (50 SY on Six Foot, or One Box On Modular)
NM No minimum, but upcharge will apply. Please see chart below for applicable upcharges.
N/A Currently Not Available
Minimums If A Minimum Yardage Is Listed, Consult The Price List and If A Price Is Not Listed, Contact Designline
Note: 9 Ft. HP Add \$3.00 to 12 Ft. HP Price

NON - STANDARD BACKING: REFER TO BACKING GRID FOR PRODUCT AVAILABILITY/MINIMUMS
ALL BACKINGS SUBJECT TO 5% OVERAGE

Backing	Up Charge / Sq. Yard
SBIR Latex	N/A
UltraBac® RE	If not standard: \$0.75 same as modular
Infinity 6 Ft.	
Infinity Modular	\$1.50
Infinity RE	
Cushion Infinity Six Foot	\$3.50 on MU price
Cushion Infinity Modular	\$3.50 on SM price
Integra HP	\$4.85
Revolue	\$1.50
Deltaloc 18 Urethane Cl (133 yd min)	\$4.85

Adhesive	Description	<48 Pails	>48 Pails
MT711 (100 SY)	Pressure Sensitive	\$71.95	\$69.95
MC411 (AB 32 SY)	Multi Purpose	\$23.95	\$22.95
MC411 (SA 24 SY)	Multi Purpose	\$23.95	\$22.95
MT790 (40 SY)	Integra HP Adhesive	\$53.95	\$52.95
MT900	Seam Sealer	\$10.00/Pint	
MT900	Seam Cleaner	\$15.00/Quart	
EncapSeal	Barrier/Encapsulator	\$110.00	
PS Tape	Pressure Sensitive Tape	\$35.99/Roll	
M-Guard 718 (100 SY)	Pressure Sensitive (6LB)	\$109.95	\$108.95
M-Guard 798 (40 SY)	HP (8LB) Moisture Adh.	\$99.95	\$98.95
M-Guard 418 (24 SY)	Multi Purpose (8LB)	\$49.95	\$48.95

All Prices Per Pail, Unless Otherwise Noted

Carpet Cove Base (hour)	Cost per lineal foot
With AB or SA or HP Bag	\$1.49 per lineal foot
4" or 6" w/ or w/out self-ad	(includes carpet)

Manufacturer Name: Mannington Commercial
Date: 1/28/08
Contact: Marty Adams

Carpet – Broadloom

Level: “Good”

Provide options in this Section that do not exceed \$10.00/sy delivered for the 101-500 yard level of quantity needed. Select a full spectrum of items for program use up to that price point. Include a variety of constructions, backings, styles, etc. to deliver a well rounded package. This section is the commodity portion of the broadloom carpet program. **Products that meet the “California Gold Standards” (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy Delivered 1-100 sy	Price/sy Delivered 101-500 sy	Price/sy Delivered 501-1500 sy	Price/sy Delivered 1,501-3,000 sy
Centerfield III 20 ActionBac	No	9.85	9.85	8.25	8.25
Centerfield III 20 UltraBac RE	No	9.95	9.95	8.95	8.95

***Note: Above prices are FOB Mill. Please see separate estimated freight pricing.
All products above are manufactured in the United States.***

Manufacturer Name: Mannington Commercial

Carpet Broadloom - Level: "Better"

Provide options in this Section that do not exceed \$17.00/sy delivered for the 101-500 yard level of quantity needed. Select a full spectrum of items for program use up to the \$17.00/sy price point. Include a variety of constructions, backings, styles, etc. to delivery a well rounded package. This section should include upgraded styles, some backing constructions to warrantee against edge ravel, delamination, and moisture barrier options on some selections etc. These broadlooms should be considered as "affordable quality" for use in visible public space with upgraded capability, design, etc. **Products that meet the "California Gold Standards" (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy Delivered 1 – 100 sy	Price/sy Delivered 101-500 sy	Price/sy Delivered 501-1500 sy	Price/sy Delivered 1,501-3,000 sy
Halftime Integra HP	No	16.65	15.65	14.85	14.25
Carthage 4 20 UltraBac RE	No	16.25	14.25	13.45	12.65
The Committee Collection UltraBac RE	No	17.00	17.00	14.25	14.25
Everywear Integra HP	Yes	16.95	15.95	15.55	15.15
WorldView UltraBac RE	No	17.00	16.35	14.35	13.55
Gametime III 20 UltraBac RE	No	14.25	13.25	11.45	10.65
Close Knit UltraBac RE	No	15.35	14.35	12.55	11.15
Gametime III 20 Integra HP	No	17.05	16.05	14.25	13.5

Notes: Above prices are FOB Mill. Please see separate estimated freight pricing.

Mannington MT-790 HP adhesive must be used when installing Integra HP backing.

All products above are manufactured in the United States.

Manufacturer Name: Mannington Commercial

Carpet Broadloom - Level: "Best"

This section for broadloom is defined as "high end" to be used in the executive and/or conference type space or areas that require distinct or specific appearance, style, construction or capability. Pricing has no ceiling; we will look at construction, style and best cost to select our short list. **Products that meet the "California Gold Standards" (CGS) must be noted in the appropriate column below.**

Product Backing	Style /	Complies w/ CGS (yes/no)	Price/sy Delivered 1 – 100 sy	Price/sy Delivered 101-500 sy	Price/sy Delivered 501-1500 sy	Price/sy Delivered 1,501- 3,000 sy
Vantage Collection Integra HP		Yes	23.35	21.35	20.35	18.75
Arpeggio UltraBac RE		Yes	20.45	18.45	17.45	15.85
Boardroom UltraBac RE		No	20.75	19.75	17.95	17.15
All About Me Collection Integra HP		Yes	26.65	24.65	21.85	21.05
Color Canvas Integra HP		Yes	26.75	25.75	23.95	23.15
Solutions Collection Integra HP		Yes	22.45	20.45	17.65	16.85
Tailor-made/Classic Fit UltraBac RE		Yes	23.00	21.00	19.00	17.40
Slow Dance III ActionBac		No	35.95	34.95	32.95	32.15

Note: *Above prices are FOB Mill. Please see separate estimated freight pricing.
Mannington MT-790 HP adhesive must be used when installing Integra HP backing.
All products above are manufactured in the United States.*

Manufacturer Name: Mannington Commercial

Carpet Tile

Level: "Good"

Provide options in this Section that do not exceed \$17.00/sy delivered for the 101-500 yard level of quantity needed. Select a full spectrum of items for program use up to that price point. Include a variety of constructions, backings, styles, etc. to deliver a well rounded package. This section is the commodity portion of the broadloom carpet program. **Products that meet the "California Gold Standards" (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy Delivered 1 – 100 sy	Price/sy Delivered 101-500 sy	Price/sy Delivered 501-1500 sy	Price/sy Delivered 1,501-3,000 sy	Manufactured
Artcraft Infinity Modular 5M	No	16.55	15.55	14.75	13.35	USA
Artworks Infinity RE	No	16.35	16.35	15.75	15.75	USA
Centerfield III 20 Infinity Modular 5M	No	16.25	15.45	14.85	14.85	USA
Round Trip Infinity Modular 5M	No	16.55	15.75	14.95	14.35	USA
E-Ticket Infinity Modular 5M	No	16.55	15.75	14.95	14.35	USA
One Way Infinity Modular 5M	No	16.55	15.75	14.95	14.35	USA
Thoughts Infinity Modular 5M	No	16.05	16.05	15.45	15.45	USA
Possibilities Infinity Modular 5M	No	16.05	16.05	15.45	15.05	USA

***Note: Above prices are FOB Mill. Please see separate estimated freight pricing.
All products above are manufactured in the United States.***

Manufacturer Name: Mannington Commercial

Carpet Tile - Level: "Better"

Provide options not to exceed \$28.00/sy delivered for the 101-500 yard level of quantity needed with similar backing construction at any price point, the desire in this section is more design, better yarn systems, more capable specifications, etc. Provide an array of styles from \$17-28.00/sy to offer the most complete package in this section. **Products that meet the "California Gold Standards" (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy Delivered 1 – 100 sy	Price/sy Delivered 101-500 sy	Price/sy Delivered 501-1500 sy	Price/sy Delivered 1,501-3,000 sy
Principles 20	Yes	24.95	24.15	23.35	22.75
Down to Earth Collection	Yes	22.35	22.35	21.55	20.15
Variations II Stripe Collection	No	21.25	20.25	19.45	18.65
Making Waves Collection	No	21.85	20.85	20.05	19.25
Worldview	No	21.85	20.85	20.05	19.25
The Committee Collection	No	21.25	20.25	18.25	16.65
The Vantage Collection	Yes	24.65	23.65	22.65	21.85
The Solutions Collection	Yes	23.65	21.65	20.85	20.05

*Note: Above prices are FOB Mill. Please see separate estimated freight pricing.
All products above are manufactured in the United States.*

Carpet Tile - Level: "Best"

Best options that cost over \$28.00/sy delivered for the 101-500 yard level of quantity needed. High-end design, construction expected. **Products that meet the "California Gold Standards" (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy Delivered 1 – 100 sy	Price/sy Delivered 101-500 sy	Price/sy Delivered 501-1500 sy	Price/sy Delivered 1,501-3,000 sy
Get Floored Collection	No	26.75	25.75	24.95	24.15
In Tempo Collection	Yes	26.70	25.70	23.70	22.90
The Liason Collection	No	34.35	33.55	33.55	32.75
Sorata	No	34.95	33.95	33.15	32.35
All About Me	Yes	26.95	24.95	24.15	23.35

Collection					
Great Expectations Collection	Yes	23.65	22.65	21.65	20.05
Tailor-made Collection	Yes	26.95	25.95	24.15	23.35
Color Canvas Collection	Yes	29.05	28.05	26.25	25.45

Note: Above prices are FOB Mill. Please see separate estimated freight pricing.
All products above are manufactured in the United States.

Carpet – 6’ Hard-backed

7 – 8 options of 6’ product that covers the spectrum of typical needs for this construction (with the variety of performance backed broadlooms coupled with the numerous carpet tile options); this section is requested as a single group that fills the application specific niche for this construction type. Provide the best 8 options to span from low cost/utilitarian, to high end, high design. **Products that meet the “California Gold Standards” (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy Delivered 1 – 100 sy	Price/sy Delivered 101-500 sy	Price/sy Delivered 501-1500 sy	Price/sy Delivered 1,501-3,000 sy
Basics 20 MU 50sy min	Yes	24.75	22.95	22.15	22.15
Principles 20 MU 50sy min	Yes	24.80	23.80	23.00	22.20
Retrospect MU 50sy min	Yes	27.09	26.09	25.29	24.49
Ruffian MU	No	26.85	26.05	26.05	25.25
Sorata MU 50sy min	No	33.25	32.45	32.45	31.65
Techniques MU 50sy min	Yes	26.55	25.75	24.95	24.35

Note: Above prices are FOB Mill. Please see separate estimated freight pricing.
All products above are manufactured in the United States.

Manufacturer Name: Mannington Commercial

Sheet Vinyl

Best package of options to manage the scope of commercial applications for institutional, educational and general office type requirements.

Product Style / Backing	Price/sy FOB Mill 1 – 100 sy	Price/sy FOB Mill 101-500 sy	Price/sy FOB Mill 501-1500 sy	Price/sy FOB Mill 1,501-3,000 sy
Magna Multiflec	12.03	10.94	10.69	10.19
Magna Micaflec	14.31	12.67	12.22	11.77
Biospec	20.18	19.40	18.53	17.43
Relay Infinity RE	24.16	23.13	22.53	21.33
Realities 6' & 12'	24.25	22.80	22.20	21.74
Lifelines II	23.29	21.81	21.26	20.71
Assurance II	26.15	25.94	24.74	23.21
Primas	24.25	22.80	22.20	21.74

Drop Charge Per Delivery (regardless of quantity): \$100.00

Sheet Vinyl prices are FOB Distributor Warehouse.

All products above are manufactured in the United States.

Vinyl Composition Tile

Best package of options to manage the scope of commercial applications for institutional, educational and general office type requirements.

Product Style	Price/Carton FOB Distributor 1 – 100 Cartons	Price/Carton FOB/Distributor 101-250 Cartons	Price/Carton FOB Distributor Over 251 Cartons
Essentials/Designer Essentials	27.19	26.69	22.25
Inspirations	42.27	42.27	36.25
Brushworks/Brushworks Brights	57.09	57.09	45.50
Colorpoint/Solidpoint	57.09	57.09	45.50
Safewalks	69.27	69.27	53.49

Drop Charge Per Delivery (regardless of quantity): \$100.00

VCT prices are FOB Distributor Warehouse.

All products above are manufactured in the United States.

789 North Dixboro Road, Ann Arbor, Michigan 48105
(888) NSF-9000

Certificate of Registration

This certifies that the Environmental Management System of

Mannington Carpets

PO Box 12281
1844 U.S. Highway 41 S.E.

Calhoun, Georgia, 30703-7004 USA

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 14001:2004

Scope of Registration:

Engineering and manufacture of commercial carpeting and MODULAR CARPET SYSTEMS distributed directly to our customers.

Industrial Classification:

IAF: 12
SIC: 2273
NACE: DG 24.7

Certificate Number: 6F452-E2
Certificate Issue Date: 15-Jun-2007
Company Initial Date: 17-Dec-2005
Registration Date: 17-Dec-2005
Expiration Date*: 16-Dec-2008


Christian B. Lupo, General Manager
NSF-ISR, Ltd.



Certificate of Achievement

Scientific Certification Systems (SCS) does hereby certify that an independent evaluation has been conducted on behalf of:

Mannington

Calhoun, GA

for the following product(s):

Infinity® RE Modular Carpet Tile

This product(s) meets all of the necessary qualifications
to be certified for the following claim(s):

**SCS Sustainable Choice™ California Platinum
Environmentally Preferable Product**



Robert J. Hrubec
Robert J. Hrubec, Senior Vice President

SCS Certificate Registration Number: SCS-PRC-01437

3/26/2007 to 3/31/2008
Certification Period

789 North Dixboro Road, Ann Arbor, Michigan 48105
(888) NSF-9000

Certificate of Registration

This certifies that the Quality Management System of

Mannington Mills Inc.

75 Mannington Mills Road
P.O. Box 30

Salem, New Jersey, 08079-0030 USA

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2000

Scope of Registration:

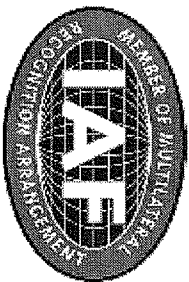
Design and manufacture of Tile and Inlaid commercial floor covering.

Industrial Classification:

IAF: 14
SIC: 30
NACE: DH 25.2

Certificate Number: 6F454-3
Certificate Issue Date: 15-Jan-2008
Company Initial Date: 30-Nov-2004
Registration Date: 01-Nov-2007
Expiration Date*: 31-Oct-2010


Christian B. Luppo, General Manager
NSF-ISR, Ltd.



Certificate of Achievement

Scientific Certification Systems (SCS) does hereby certify that an independent evaluation has been conducted on behalf of:

Mannington

Calhoun, GA

for the following product(s):

Infinity RE Modular Carpet Tile

This product(s) meets all of the necessary qualifications to be certified for the following claim(s):

**SCS Sustainable Choice™ Platinum
Environmentally Preferable Product**



Robert J. Hedges
Robert J. Hedges, Senior Vice President

SCS Certificate Registration Number: SCS-RRC-01436

3/26/2007 to 3/31/2008
Certification Period

Certificate of Achievement

Scientific Certification Systems (SCS) does hereby certify that an independent evaluation has been conducted on behalf of:

Mannington

Calhoun, GA

for the following product(s):

Ultrabac® RE Broadloom Carpet

This product(s) meets all of the necessary qualifications to be certified for the following claim(s):

**SCS Sustainable Choice™ Platinum and CA Platinum
Environmentally Preferred Product**



Robert J. Hines
Robert J. Hines, Senior Vice President

SCS Certificate Registration Number: SCS-SC-01524

8/27/2007 to 8/31/2008
Certification Period

PARTICIPATING ADDENDUM WESTERN STATES CONTRACTING ALLIANCE

Carpet, Carpet Tiles and Flooring RFP 1621

Lead State- Nevada

Contract # MSA 1621-A

The participating vendor for this MSA is
Mannington Commercial, A Business Unit of Mannington Hills, Inc.

Attn: Tina Johnson

PO Box 12281, Calhoun, Georgia 30703-7004

Telephone: 706.629.7301 Facsimile: 706.602.6497

1. Scope: The State of Iowa, along with all agencies throughout the State of Iowa (including governmental subdivisions, i.e. county, city, school district, or a combination thereof) may purchase Carpet, Carpet Tiles and Flooring available in the current WSCA product offering, which reflects a discount. This agreement is not a purchase order, nor does it guarantee any purchases to be made by the customers.

2. Changes:

A. The laws of the State of Iowa shall govern this agreement.

B. Without affecting the approved product prices or discounts specified in the Western States Contracting Alliance (WSCA) Master Price Agreement, the Contractor shall provide to the State of Iowa a 1.00% rebate of all sales made within the State of Iowa against this agreement. The rebate is to be paid quarterly to the Iowa Department of Administrative Services, General Services Enterprises – Procurement Services, Hoover State Office Building, Level A, Des Moines, IA 50319-0105.

C. The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact below. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, unit and extended invoice prices.

D. Contractor's stated prices shall be discounted using the discounts and price lists approved and agreed to with WSCA under the Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written questions a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

3. Primary Contact: The primary government contact individual for

this participating addendum is as follows:

Contact Name: Pamela Dickey
Entity Name: Department of Administrative Services
General Services Enterprise, Procurement Serv
Address: Hoover State Office Bldg, Level A
City, State, Zip: Des Moines IA 50319-0105
Telephone: 515-281-6355
Fax: 515-242-5974
E-mail: pam.dickey@iowa.gov

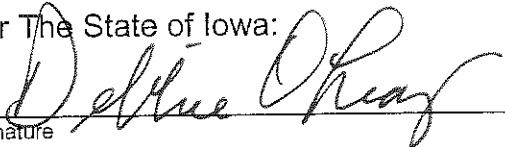
4. Subcontractors: This section is not applicable to this participating addendum.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

For The State of Iowa:


Contractor:


Signature

Signature

Name: Debbie O'Leary
Procurement Services, Administrator
Dept of Administrative Services
General Services Enterprise

Name: Tina Johnson
Title:

By: 

By: _____

Name: Debbie O'Leary

Name: _____

Title: Administrator

Title: _____

Date: 10/23/08

Date: _____